

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION**

Farm Credit Leasing Services
Corporation,

Plaintiff,

v.

Charles Jerome Elledge,

Defendant.

Case No. 5:24-cv-00146-KDB-SCR

**ORDER ON MOTION FOR
DEFAULT JUDGMENT**

THIS MATTER is before the Court on Plaintiff's Motion for Default Judgment (Doc. No. 12). The Court has carefully considered this motion and the record before the Court. For good cause shown, the Court will **GRANT** the motion as follows:

A. Judgment on the Complaint and Motion for Default Judgment is hereby entered in favor of the Plaintiff and against the Defendant;

B. Farm Credit Leasing is granted the exclusive right to possession of the following equipment: A 2018 Champion Buildings Inc. 40' x 60' building together with all fixtures, attachments, components, and accessories (the "Building"); a 2019 Westfield WR 80-51 PTO Transport Auger with Large V Hopper; a 2019 SUKUP 24' 5 Ring Grain Bin; and a 2019 Custom 40' x 23' x 14' Building Addition (collectively, the "2019 Equipment"); a 2022 Honeyville 34-14 Grain Elevator; a 2022 Custom 8' x 8' x 50'

Elevator Tower; and a 2020 Custom Grain Cart (collectively, the “2021 Equipment”). The Building, the 2019 Equipment, and the 2021 Equipment are collectively, the "Equipment");

C. Defendant is ordered to deliver, or cause to be delivered, the Equipment to a location to be designated by Farm Credit Leasing or the Court;

D. The U.S. Marshals or the Sheriff of Wilkes County, North Carolina, and the Sheriff of any County in North Carolina in which the Equipment may be found, are ordered to take immediate possession of the Equipment and deliver it to Farm Credit Leasing;

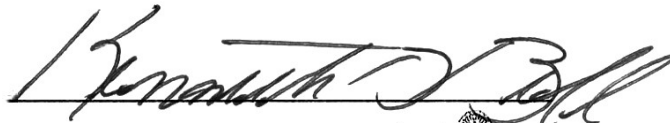
E. Farm Credit Leasing is authorized to sell, lease, or otherwise dispose of the Equipment pursuant to the Leases and N.C. Gen. Stat. § 1-472, *e seq.*;

F. Subject to the disposition of the Equipment, Farm Credit Leasing is awarded damages for Defendant’s breach of the Leases and IFA and/or unjust enrichment in the amount of \$416,970.12; and

G. Farm Credit Leasing is awarded attorney's fees in the amount of \$ 62,545.52 (15% of \$416,970.12).

SO ORDERED ADJUDGED AND DECREED.

Signed: December 11, 2024



Kenneth D. Bell
United States District Judge

